

## II. RENTAL PROCEDURES

### A. Rental Rates

1. Current rates, listed on the attached fee schedule, are established by the Hayward City Council. Centennial Hall management does not have the authority to deviate from these rates.
2. The commercial or non-commercial rate status of an event is determined by management in accordance with City policy following guidelines established by the U.S. Internal Revenue Service.
3. Base rental rates include set-up, breakdown, and normal clean up. Extra services, as defined by management, are subject to additional charges.
4. The rental period lasts from 8:00 a.m. to 12:00 midnight. Events extending outside these hours will incur an additional overtime charge equal to 10% of the base rent for each extended hour.

### B. Reservations

1. Reservations for commercial events are accepted no earlier than one year in advance of the event date.
2. Reservations for single day, non-commercial events are accepted no earlier than six months in advance of the event date. Multiple day non-commercial events may be booked up to one year in advance of the event date.
3. Reservations become binding upon Centennial Hall only when Lessee signs a completed rental agreement and makes all required payments of deposits and fees.

### C. Rental Agreements

1. Lessee will complete a rental agreement in person at Centennial Hall. At this time, Lessee will pay all required deposits and will have an opportunity to read the Rules and Regulations.
2. The rental agreement is a binding contract between Lessee and Centennial Hall subject to the terms and provisions of the agreement and these Rules and Regulations.
3. When a group sponsors an event, the group will designate only one representative to make all arrangements with Centennial Hall.
4. Any special arrangements for service and/or equipment should be approved by management prior to completion of the rental agreement.

#### D. Deposits and Fees

1. Payment of a refundable security/damage deposit equal to at least one-half the base rental is required to complete the rental agreement.
2. The security/damage deposit may be waived at the sole discretion of the Centennial Hall supervisor.
3. If Lessee satisfactorily preserves the condition of the facility and its equipment, the security/damage deposit will be refunded. The cost of repair and/or excessive cleaning may result in all or a portion of the security/damage deposit being withheld. Lessee is further liable for the cost of repair and/or excessive cleaning, resulting from use of the facility, in excess of the security/damage deposit on hand and will be billed accordingly.
4. The remainder of all fees owed to Centennial Hall is to be paid in full at least 30 days prior to the event date.

#### E. Cancellation by Lessee

1. Lessee will notify Centennial Hall management of intent to cancel as soon as possible in order to make possible other use of the facility.
2. If sufficient advance notice of cancellation is given, all deposits and fees paid will be refunded to Lessee. Sufficient notice is defined as at least 90 days prior to the date of an event held in the Main Hall and at least 60 days prior to the date of an event held in any other Centennial Hall facility.
3. If cancellation is made with less than sufficient notice and the facility cannot subsequently be rented, Lessee is liable for the minimum applicable fee. All paid deposits and fees may be withheld and additional charges billed to Lessee at the discretion of management.
4. For "prime dates," such as New Year's Eve or multiple day bookings, the cancellation policy may be extended to six months advance notice for commercial events and three months for non-commercial events.

#### F. Cancellation by Centennial Hall

1. If Centennial Hall, or any part of it, is destroyed, or if any other unforeseen casualty or occurrence (including but not limited to labor disputes or requisition of the building by any governmental agency) makes use of Centennial Hall impossible, the rental agreement will be terminated and all deposits will be refunded. If the rental agreement must be terminated during the course of an event, the Lessee will be charged only for the time the facility is actually used. By signing the rental agreement, Lessee gives up

any claim for damages if the rental agreement must be terminated under these conditions.

#### G. Laws and Licenses

1. Lessee and all persons connected with Lessee's use of Centennial Hall will observe, obey, and comply with all rules, regulations, and orders of the Police and Fire Departments.
2. Lessee will procure, at his or her own expense, all licenses and permits required for the intended use or activity under the terms of the rental agreement. Licenses will be verified by Centennial Hall management at least one week prior to the event date.
3. City of Hayward Municipal License. All events which are open to the public and which have an admission charge, and/or charge for food, beverages, and/or other items must obtain a City of Hayward Municipal License from the Tax and License Department, City of Hayward.
4. State Department of Alcoholic Beverage Control (A.B.C.) License. All private and non-profit lessees who serve any alcoholic beverages for which there is a charge for each drink, or for which there is an admission fee or door charge, or for which the price of the drink(s) is included in the meal charge must obtain an A.B.C. License from the Department of Alcoholic Beverage Control. (Note: The Department of A.B.C. requires license applicants to have first obtained a City of Hayward Municipal License before it will consider issuing an A.B.C. License.) For all other Lessees, a person such as a caterer, who has an A.B.C. License, must serve alcoholic beverages.

#### H. Indemnification and Insurance

As a lessee of Centennial Hall, you are required to carry event insurance. This can be purchased under the hall's event insurance package. This insurance is third-party coverage, meaning it covers injury to, or damage caused, by people attending an event. It does not cover injury or damage caused by a lessee or his subordinates/representatives.

The coverage is combined single limit \$1,000,000 with no riot exclusion. Coverage includes:

1. Broad form owners, landlords, tenants liability.
2. Personal property damage.
3. Bodily injury.
4. Fire damage legal liability.
5. Liquor liability (Necessary if alcohol is being served or sold)

As a lessee, you can provide your own event insurance coverage provided it meets all of the requirements listed above. It must be in force during all times that the event is in the facility (set-up and take-down days included). A certificate of insurance must be filed at Centennial Hall at least one week prior to the event. If this certificate is not received, or the insurance does not meet hall requirements, insurance coverage will be added to the rental agreement and you will be billed for the premium.